

IN THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF ALABAMA

RECEIVED

TANGELA DAVIS BOSTON,

Plaintiffs,

v.

THE HARTFORD INSURANCE  
COMPANY,

Defendants.

2007 JUL 20 A 11:31

DEBRA P. HACKETT, CLK  
U.S. DISTRICT COURT  
MIDDLE DISTRICT ALA

CIVIL ACTION NO.

1:07 CV 663 - mef

NOTICE OF REMOVAL

COMES NOW the Defendant Property and Casualty Insurance Company of Hartford ("P&C") (incorrectly identified in the Complaint as "The Hartford Insurance Company") by its attorney, and pursuant to 28 U.S.C. §§ 1441 and 1446, hereby files Notice of Removal as follows:

1. On or about May 29, 2007, Plaintiff Tangela Davis Boston ("Plaintiff") filed a Summons and Complaint against Hartford, which is currently pending in the Circuit Court of Geneva County, Alabama styled *Boston v. The Hartford Insurance Company*, CV-07-078. P&C was not served until June 21, 2007. In light of the foregoing, this removal is timely.

2. A copy of all process, pleadings and orders served upon P&C is attached to this Petition as required by 28 U.S.C. § 1446(a), along with the complete file maintained with the state court clerk. See Exhibit A hereto.

3. Pursuant to 28 U.S.C. §1446(d), P&C has contemporaneously filed with the Circuit Court of Geneva, County, a Notice of Filing of Removal.

4. Removal is proper because this Court has original jurisdiction over this action pursuant to 28 U.S.C. §1332(a)(1) because complete diversity exists and the amount in controversy exceeds \$75,000.00, as is shown below.

5. Plaintiff is a resident of the State of Alabama.

6. Defendant Property and Casualty Insurance Company of Hartford, is currently, and was, at the time of the commencement of this action, a corporation organized and existing under and by virtue of the laws of the State of Indiana, with its principal place of business in Connecticut. *See* Complaint at ¶¶ 1, 7 and 13.

7. The Complaint seeks allegations against several fictitious parties. However, pursuant to 28 U.S.C. § 1441(a), the citizenship of defendants sued under fictitious names is to be disregarded.

8. The Complaint seeks damages related to an accident that occurred in Geneva County, Alabama. At the time of the accident, the Plaintiff was driving a vehicle, with permission, that belonged to Francis Davis who maintained insurance on the vehicle with P&C. The vehicle driven by the Plaintiff was hit by Jessica Dianna Reeves and Joseph Christopher Myles. The Complaint alleges that these motorists were underinsured at the time of the accident. The Complaint alleges that the Plaintiff suffered: (1) physical injuries; (2) medical expenses; (3) pain and suffering; (4) mental anguish and emotional distress; (5) disability; and (6) lost wages and diminished earning capacity. The Plaintiff has made a claim against P&C for uninsured motorist benefits contained in Francis Davis's policy with P&C. The Complaint also alleges that "Defendant Hartford denied said claim or failed to seasonably act on said claim," and seeks indeterminate compensatory and punitive damages.

Although Defendant denies it is liable to Plaintiff, Plaintiff's compensatory and punitive damage claims "more likely than not" exceed the jurisdictional threshold of this Court. The Complaint alleges that the Plaintiff has made a claim under the policy for underinsured motorist benefits. The policy limits of the underinsured coverage are \$25,000/\$50,000. A true and correct copy of the Declaration Page of Policy No. 55PHH964253, is attached hereto as Exhibit B. In addition, the Complaint seeks punitive damages for P&C's alleged denial of the Plaintiff's claim or alleged failure to seasonably act on the Plaintiff's claim, which is presumably a claim for bad faith refusal to pay the underinsured benefits.

9. "A complaint seeking indeterminate damages does not show that the case is not removable. It simply does not comment on federal jurisdiction." *Robinson v. Quality Ins. Co.*, 633 F.Supp. 572, 574 (S.D. Ala. 1986). In such cases, the Court has the "duty to independently determine the propriety of jurisdiction." *Id.* at 575.

10. "In determining whether the requisite amount in controversy exists to support federal jurisdiction, it is well settled that the defendant bears the burden, albeit the light burden, of showing that the required amount is in controversy." *Locklear v. State Farm Mut. Automobile Ins. Co.*, 742 F. Supp. 679, 680 (S.D. Ga. 1989).

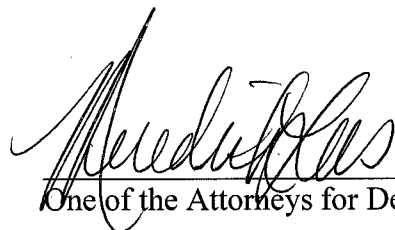
[A] plaintiff has made an unspecified demand for damages, a lower burden of proof [as to the amount in controversy] is warranted because there is simply no estimate of damages to which a court may defer . . . . Where plaintiff has made an unspecified demand for damages in state court, a removing defendant must prove by a preponderance of the evidence that the amount in controversy more likely than not exceeds the ... jurisdictional requirement.

*Tapscott v. MS Dealer Service Corp.*, 77 F.3d 1353, 1356-57 (11th Cir. 1996). In *Kilpatrick v. Evy Construction Co.*, 708 F. Supp. 1241 (N.D. Ala. 1989), the court held that an indeterminate complaint would yield to allegations of jurisdictional limit in the Notice of Removal. *See id.* at 1241-43.

11. In reviewing complaints seeking indeterminate damages, federal courts have regularly taken judicial notice of the large punitive damages verdicts and sustained removal over a plaintiff's argument that the amount in controversy is insufficient. *See, e.g., Dennis v. CSX Transportation, Inc.*, CV 92-A-670-N (M.D. Ala. 1992); *Jones v. Ford Motor Credit Co.*, CV 92-A-1099-N (M.D. Ala. 1992). A review of bad faith cases arising out of automobile accident claims – i.e., "awards rendered in similar cases" – in Alabama reveals that the amount in controversy in this matter exceeds the \$75,000 jurisdictional threshold. *See Carrier Exp., Inc. v. Home Indem. Co.*, 860 F.Supp. 1465 (N.D. Ala. 1994) (Plaintiff awarded \$2,463,959.60 in compensatory damages and \$4,812,500 in punitive damages on a bad faith claim); *Alfa Mut. Fire Ins. Co. v. Thomas*, 738 So.2d 815, 823 (Ala. 1999) (affirming \$50,000 punitive damage award for bad faith); *Berges v. Infinity Ins. Co.*, 896 So.2d 665, 671(Fla. 2004) (Plaintiff awarded \$1,893,066.41 for bad faith claim); *Hartford Acc. & Indem. Co. v. Mathis*, 511 So.2d 601, 602 (Fla. App. 1987) (Plaintiff awarded compensatory damages of \$2,941,698.47 on bad faith claim). *See also* Jury Reporter research attached hereto as Exhibit C.

12. Accordingly, the United States District Court has subject matter jurisdiction of the above captioned suit pursuant to 28 U.S.C. §1332. Therefore, this action was properly removed to this Court pursuant to 28 U.S.C. §1446 (b).

Respectfully submitted this the 19th day of July, 2007.

  
One of the Attorneys for Defendant

**Of Counsel:****Bert S. Nettles ASB-5850-S63B****Brennan C. Ohme ASB-8419-M70B****Meredith Jowers Lees ASB-8103-M71J****HASKELL SLAUGHTER & YOUNG, L.L.C.**

2001 Park Place North

1400 Park Place Tower

Birmingham, Alabama 35203

(205) 251-1000

(205) 324-1133 (FAX)

bsn@hsy.com

bco@hsy.com

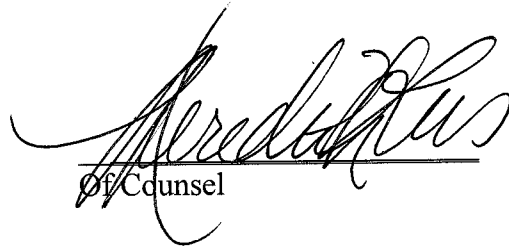
mjl@hsy.com

**CERTIFICATE OF SERVICE**

I certify that on July 19, 2007, a copy of the foregoing was served in the manner indicated below on the following counsel of record:

Mr. Dan Talmedge  
MORRIS, CARY, ANDREWS,  
TALMEDGE & JONES LLC  
P.O. Box 1649  
Dothan, Alabama 36302

- ☐ by Hand Delivery  
☒ by U.S. mail properly addressed and postage pre-paid  
☐ by facsimile transmission  
☐ by PACER electronic filing

  
Of Counsel

# EXHIBIT A

AVSO350

ALABAMA JUDICIAL DATA CENTER  
GENEVA COUNTY

## SUMMONS

CV 2007 000078.00

IN THE CIRCUIT COURT OF GENEVA COUNTY

TANGELA DAVIS BOSTON V THE HARTFORD INSURANCE COMPANY

SERVE ON: (D001)

SSN: 000-00-0000

THE HARTFORD INSURANCE COMPANY  
C/O CSC LAWYERS INC SVCS  
150 S PERRY ST  
MONTGOMERY, AL 36104-0000

PLAINTIFF'S ATTORNEY

TALMADGE JOSEPH DAN JR  
MORRIS CARY & ANDREWS  
P O BOX 1649  
DOTHAN, AL 36302-1649

TO THE ABOVE NAMED DEFENDANT:

THE COMPLAINT WHICH IS ATTACHED TO THIS SUMMONS IS IMPORTANT AND YOU MUST TAKE IMMEDIATE ACTION TO PROTECT YOUR RIGHTS, YOU OR YOUR ATTORNEY ARE REQUIRED TO MAIL OR HAND DELIVER A COPY OF A WRITTEN ANSWER, EITHER ADMITTING OR DENYING EACH ALLEGATION IN THE COMPLAINT TO THE PLAINTIFFS ATTORNEY(S) SHOWN ABOVE OR ATTACHED:

THIS ANSWER MUST BE MAILED OR DELIVERED WITHIN 30 DAYS AFTER THIS SUMMONS AND COMPLAINT WERE DELIVERED TO YOU OR A JUDGEMENT BY DEFAULT MAY BE ENTERED AGAINST YOU FOR THE MONEY OR OTHER THINGS DEMANDED IN THE COMPLAINT. YOU MUST ALSO FILE THE ORIGINAL OF YOUR ANSWER WITH THE CLERK OF THIS COURT.

TO ANY SHERIFF OR ANY PERSON AUTHORIZED BY EITHER RULES 4.1(B)(2) OR 4.2(B)(2) OR 4.4(B)(2) OF THE ALABAMA RULES OF CIVIL PROCEDURE: YOU ARE HEREBY COMMANDED TO SERVE THIS SUMMONS AND A COPY OF THE COMPLAINT IN THIS ACTION UPON DEFENDANT.

THIS SERVICE BY CERTIFIED MAIL OF THIS SUMMONS IS INITIATED UPON THE WRITTEN REQUEST OF

U.S. Postal Service  
CERTIFIED MAIL<sup>TM</sup> RECEIPT  
(Domestic Mail Only; No Insurance Coverage Provided)For delivery information visit our website at [www.usps.com](http://www.usps.com)

OFFICIAL U.S. MAIL

Postage	\$ 1.31
Certified Fee	2.65
Return Receipt Fee (Endorsement Required)	2.15
Restricted Delivery Fee (Endorsement Required)	
Total Postage	6.11

Sent To: The Hartford Insurance Company  
c/o CSC Lawyers Incorporating Services,  
150 S. Perry Street  
Montgomery, Alabama 36104  
Street, Apt. or PO Box  
City, State

PS Form 3800, August 2006

See Reverse for

## SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

## 1. Article Addressed to:

The Hartford Insurance Company  
c/o CSC Lawyers Incorporating Services, Inc.  
150 S. Perry Street  
Montgomery, Alabama 36104

## 2. Article Number

(Transfer from service label)

7007 0220 0004 5513 8864

PS Form 3811, February 2004

## COMPLETE THIS SECTION ON DELIVERY

## A. Signature

X

D Brown

☒ Agent☐ Address

## B. Received by (Printed Name)

D Brown

## C. Date of Delivery

6/21/07

D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

## 3. Service Type

- ☒ Certified Mail ☐ Express Mail  
☐ Registered ☒ Return Receipt for Merchandise  
☐ Insured Mail ☐ C.O.D.

## 4. Restricted Delivery? (Extra Fee)

☐ Yes

Domestic Return Receipt

6/26 Talmadge 102695-02-M-15

PERATOR: JAF  
REPAID: 06/19/2007

IN THE CIRCUIT COURT OF GENEVA COUNTY, ALABAMA

TANGELA DAVIS BOSTON,

Plaintiff,

v.

THE HARTFORD INSURANCE  
COMPANY and Fictitious Defendant A

Defendant.

Case No.: CV-07-078

**FILED IN OFFICE**

MAY 29 2007

*Dale L. Lacy*  
CLERK

COMPLAINT

Count One

1. Defendant The Hartford Insurance Company (hereinafter "Hartford") is a corporation, organized and existing under the laws of the State of Connecticut, and engaged in the business of issuing insurance policies.

2. Defendant Hartford issued a policy of automobile insurance to Francis Davis, which included uninsured motorist and underinsured motorist coverage for Plaintiff Tangela Davis Boston. The policy was in full force and effect on May 27, 2005.

3. On May 27, 2005, Alabama, Joseph Christopher Myles, who was at the time an underinsured motorist, negligently and wantonly operated a vehicle in Geneva County, Alabama so as to cause it to collide with a vehicle operated by Jessica Dianna Reeves and so as to cause the vehicle being driven by Jessica Dianna Reeves to collide with a vehicle owned by Francis Davis and occupied by Plaintiff Tangela Davis Boston.

4. As a proximate result of the negligence and wantonness of said underinsured motorist, Plaintiff was caused to suffer and incur the following injuries or damages.

a. physical injuries;



- b. medical expenses;
- c. pain and suffering;
- d. mental anguish and emotional distress;
- e. disability;
- f. lost wages and diminished earning capacity.

5. Plaintiff made a claim with Defendant Hartford for benefits under the uninsured motorist provisions of said policy.

6. Defendant Hartford denied said claim or failed to seasonably act on said claim.

WHEREFORE, Plaintiff demands judgment against the Defendant Hartford for compensatory and punitive damages in excess of the minimum jurisdictional limits of this Court, plus costs.

#### Count Two

7. Defendant The Hartford Insurance Company (hereinafter "Hartford") is a corporation, organized and existing under the laws of the State of Connecticut, and engaged in the business of issuing insurance policies.

8. Defendant Hartford issued a policy of automobile insurance to Francis Davis, which included uninsured motorist and underinsured motorist coverage for Plaintiff Tangela Davis Boston. The policy was in full force and effect on May 27, 2005.

9. On May 27, 2005, Jessica Dianna Reeves, who was at the time an underinsured motorist, negligently and wantonly operated a vehicle in Geneva County, Alabama so as to cause it to collide with a vehicle owned by Francis Davis and occupied by Plaintiff Tangela Davis Boston.

10. As a proximate result of the negligence and wantonness of said underinsured motorist, Plaintiff was caused to suffer and incur the following injuries or damages.

- a. physical injuries;
- b. medical expenses;
- d. pain and suffering;
- d. mental anguish and emotional distress;
- e. disability;
- f. lost wages and diminished earning capacity.

11. Plaintiff made a claim with Defendant Hartford for benefits under the uninsured motorist provisions of said policy.

12. Defendant Hartford denied said claim or failed to seasonably act on said claim.

WHEREFORE, Plaintiff demands judgment against the Defendant Hartford for compensatory and punitive damages in excess of the minimum jurisdictional limits of this Court, plus costs.

Count Three

13. Defendant The Hartford Insurance Company (hereinafter "Hartford") is a corporation, organized and existing under the laws of the State of Connecticut, and engaged in the business of issuing insurance policies.

14. Defendant Hartford issued a policy of automobile insurance to Francis Davis, which included uninsured motorist and underinsured motorist coverage for Plaintiff Tangela Davis Boston. The policy was in full force and effect on May 27, 2005.

15. On May 27, 2005, Joseph Christopher Myles and Jessica Dianna Reeves, who were at the time an underinsured motorists, negligently and wantonly operated motor vehicles in Geneva County, Alabama so as to cause a collision with a vehicle owned by Francis Davis and occupied by Plaintiff Tangela Davis Boston.

16. As a proximate result of the negligence and wantonness of said underinsured motorists, Plaintiff was caused to suffer and incur the following injuries or damages.

- a. physical injuries;
- b. medical expenses;
- e. pain and suffering;
- d. mental anguish and emotional distress;
- e. disability;
- f. lost wages and diminished earning capacity.

17. Plaintiff made a claim with Defendant Hartford for benefits under the uninsured motorist provisions of said policy.

18. Defendant Hartford denied said claim or failed to seasonably act on said claim.

WHEREFORE, Plaintiff demands judgment against the Defendant Hartford for compensatory and punitive damages in excess of the minimum jurisdictional limits of this Court, plus costs.

#### Count Four

19. Fictitious Defendant A is a corporation or other entity engaged in the business of issuing insurance policies.

20. Fictitious Defendant A issued a policy of automobile insurance to Francis Davis, which included uninsured motorist and underinsured motorist coverage for Plaintiff Tangela Davis Boston. The policy was in full force and effect on May 27, 2005.

21. On May 27, 2005, Joseph Christopher Myles, who was at the time an underinsured motorist, negligently and wantonly operated a vehicle in Geneva County, Alabama so as to cause it to collide with a vehicle operated by Jessica Dianna Reeves and so as to cause the vehicle being driven by Jessica Dianna Reeves to collide with a vehicle owned by Francis Davis and occupied by Plaintiff Tangela Davis Boston.

22. As a proximate result of the negligence and wantonness of said underinsured motorist, Plaintiff was caused to suffer and incur the following injuries or damages.

- a. physical injuries;
- b. medical expenses;
- f. pain and suffering;
- d. mental anguish and emotional distress;
- e. disability;
- f. lost wages and diminished earning capacity.

23. Plaintiff made a claim with Fictitious Defendant A for benefits under the uninsured motorist provisions of said policy.

24. Fictitious Defendant A denied said claim or failed to seasonably act on said claim.

WHEREFORE, Plaintiff demands judgment against Fictitious Defendant A for compensatory and punitive damages in excess of the minimum jurisdictional limits of this Court, plus costs.

Count Five

25. Fictitious Defendant A is a corporation or other entity engaged in the business of issuing insurance policies.

26. Fictitious Defendant A issued a policy of automobile insurance to Francis Davis, which included uninsured motorist and underinsured motorist coverage for Plaintiff Tangela Davis Boston. The policy was in full force and effect on May 27, 2005.

27. On May 27, 2005, Jessica Dianna Reeves, who was at the time an underinsured motorist, negligently and wantonly operated a vehicle in Geneva County, Alabama so as to cause it to collide with a vehicle owned by Francis Davis and occupied by Plaintiff Tangela Davis Boston.

28. As a proximate result of the negligence and wantonness of said underinsured motorist, Plaintiff was caused to suffer and incur the following injuries or damages.

- a. physical injuries;
- b. medical expenses;
- g. pain and suffering;
- d. mental anguish and emotional distress;
- e. disability;
- f. lost wages and diminished earning capacity.

29. Plaintiff made a claim with Fictitious Defendant A for benefits under the uninsured motorist provisions of said policy.

30. Fictitious Defendant A denied said claim or failed to seasonably act on said claim.

WHEREFORE, Plaintiff demands judgment against the Defendant Hartford for compensatory and punitive damages in excess of the minimum jurisdictional limits of this Court, plus costs.

Count Six

31. Fictitious Defendant A is a corporation or other entity engaged in the business of issuing insurance policies.

32. Fictitious Defendant A issued a policy of automobile insurance to Francis Davis, which included uninsured motorist and underinsured motorist coverage for Plaintiff Tangela Davis Boston. The policy was in full force and effect on May 27, 2005.

33. On May 27, 2005, Joseph Christopher Myles and Jessica Dianna Reeves, who were at the time an underinsured motorists, negligently and wantonly operated motor vehicles in Geneva County, Alabama so as to cause a collision with a vehicle owned by Francis Davis and occupied by Plaintiff Tangela Davis Boston.

34. As a proximate result of the negligence and wantonness of said underinsured motorists, Plaintiff was caused to suffer and incur the following injuries or damages.

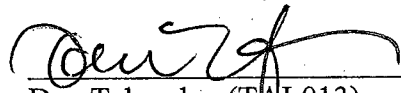
- a. physical injuries;
- b. medical expenses;
- h. pain and suffering;

- d. mental anguish and emotional distress;
- e. disability;
- f. lost wages and diminished earning capacity.

35. Plaintiff made a claim with Fictitious Defendant A for benefits under the uninsured motorist provisions of said policy.

36. Fictitious Defendant A denied said claim or failed to seasonably act on said claim.

WHEREFORE, Plaintiff demands judgment against Fictitious Defendant A for compensatory and punitive damages in excess of the minimum jurisdictional limits of this Court, plus costs.

  
\_\_\_\_\_  
Dan Talmadge (TAL013)  
MORRIS, CARY ANDREWS,  
TALMADGE & JONES, LLC  
P. O. Box 1649  
Dothan, Alabama 36302  
Tel. (334) 792-1420  
Fax. (334) 673-0077

DEMAND FOR A JURY TRIAL

Plaintiff demands a trial by jury.

  
\_\_\_\_\_  
Dan Talmadge

# EXHIBIT B



POL #55PHH964253 PROD 334108 REQ CD ROM RE R  
 INSD DAVIS,FRANCES POLICY PROCESS DT 010405  
 ADDR P O BOX 71 RATE TABLE DT 110204  
 CITY CHIPLEY ST FL ZIP 32428-0071 HBB  
 POL TERR C75 COUNTY OVRD ZIP -

POL NC PAY HCC RATE  
 SUB SHT CO PLAN ST EFF EXP TERM INST PF RNST A/C RI STAT LAPSE IND PLAN  
 DAV P 1 FL 021905 021906 12 1 A 2000

---TABS--- BILL PHSE ORIG RNL CHG TRANS AARP  
 ACCT NO PLAN METH CD POL DT TX CD CDT ACT CH# EFF DT DT PROC MEMB  
 84012734 MO 1 01 021904 9000 CHG 01 052105 062405 Y

LTERM PCANCCDE STATE EXCEPTION N RSN REAPP  
 CR MVR CRT NO POL #/FORM COMPANION POL# POL U/W CRU CLUE PC BKT#  
 C S 8509

PREVIOUS: POL # PROD CO POL PLAN STATE RET COM CR ST BOOKLET  
 55PHH964253 334108 P FL N

FUTURE: POL # PROD SUB CO POL PLAN ACCT NO PLAN METH  
 NR CODE P/L QUAL CODE

AUTO 1 GARAGE 718 ORANGE SCHIPLEY ST FL ZIP 32428-2148 OVRD ZIP  
 AUTO GARAGE ST ZIP OVRD ZIP

POL PKG ENH CD: HOMESHP DWG CD: RES OCCPY YR CNT:

SCORE REASON CODES: NO HIT ORDER DATE: 02/04MODEL: V  
 INET CR IND N MTR CLB CR N ADV ISS N

--- LOSS PAYEE/LESSOR INFO ---  
 \*\*\*\* NO LOSS PAYEE INFO FOR THIS POLICY \*\*\*\*

----- AUTO INFO -----

AUTO VIN DT N PURCH MAKE  
 # YR MAKE MDL/BODY VIN VER PRCH U PRICE TYPE CD  
 1 98 TOYOT CAMRY CE/LE/XLE JT2BG22KOW0142476 A PP 62

AUTO RATE DAYS/MILE CAR VIN L PD DDC IPO GS FZN  
 # TERR CLASS WEEK/WORK POOL USE SYM BYF PERF P SUR CR LSR SUR CR AGE  
 1 075 C262AJ P E N

AUTO ANTI SEAT AIR FULL ANN FUTUR -PREVIOUS-- --CURRENT-- INSP  
 # THFT BELT BAG ABS DRL GLASS MLGE MLGE ODM DATE ODM DATE INFO  
 1 A B B 10000 049000 1099 091000 0204

AUTO MTHM MTHM/TRLR MTHM RV RV ROUND 4 RSA PS HAZ ENGCC MCYCLE  
 # LGTH RESID LAYUP ASSOC APPLD MODIFIER APPLD EXCL SIZE DRVR  
 1 N

AUTO# BI/PD SYM MED/PIP/UM SYM  
 1

----- DRIVER INFO -----

# NAME DOB MS SEX OCC LIC # DT LIC  
 1 DAVIS,FRANCES 111142 W F LPN D120247429110 FL 111158

-STATE SPECIFIC-

DRV P % L D G DEF ADV SCH MCYCLE AGE DVR RET 3YR MVR MVR  
CAR O USE D T S DRV DT DDC 100+ DDC DT INC PTS CR MVR CD AGE IPO ACC CONV SPD  
1 X 0 Y 1

# DRIV OVER 5 = YR PT FR = TOT SDI = # ACC = # CONV = INEXP PO =  
IFC = SDF = AVD = FR-SUR = FR-NC = SPEED =

DRIVER EXT EXT NON PREMIUMS  
# NON BI PD MED  
1

# I AD+D AD+D PREM O/R  
II III IV I+II III+IV VEHS  
1

----- TIERING INFO -----

NO INC INCEPT CAPPED SCORE MODEL: V SS# IND: N  
VEH# TIER TIER TIER TIER INSUR SCORE: W7  
1 A2  
2  
3  
4

----- SDIP INFO -----

YEARS --INCIDENT COUNTS AND AGE IN MONTHS (3 YEAR STATE)--  
DVR DRV CLEAN MAJ-CNV MIN-CNV AF-ACC NCAF-ACC NAF-ACC  
# VEH (0-5) CNT AGE CNT AGE CNT AGE CNT AGE CNT AGE  
1 1 5 0 00 0 00 0 00 0 00 0 00  
2  
3  
4  
5

YRS INCID FREE: 00  
LONG INCID: 00

----- COVERAGES -----

LIMITS		PREMIUMS BY AUTO			
		1	2	3	4
BI	25/ 50	\$ 104.00	\$	\$	\$
PD	25	\$ 69.00	\$	\$	\$
PAS HAZ		\$	\$	\$	\$
MED		\$	\$	\$	\$
UM	* 25/ 50	\$ 55.00	\$	\$	\$
	ADDTL CHG INC LIMITS	\$ 26.00	\$	\$	\$

\* - (UM LIMITS ARE STACKED)

FDBUYBACK  
NO FAULT FL FULL INS/HH; WKLS XT PIP

		PREMIUMS BY AUTO			
		1	2	3	4
PIP		\$ 97.00	\$	\$	\$
ADD PIP					

INC FMLY #  
(BPP PIP 1 DPD ----- FOR SYSTEMS USE)

	LIMITS BY AUTO					PREMIUMS BY AUTO			
	1	2	3	4		1	2	3	4
NON COLL	500				\$	35.00	\$	\$	\$
COLL	500				\$	114.00	\$	\$	\$
STATED									
AMOUNT									
CUSTOMIZED									
NON COLL									
COLL					\$		\$	\$	\$
STA AMT									
LOAN/LEASE COV COMP					\$		\$	\$	\$
LOAN/LEASE COV COLL					\$		\$	\$	\$
NAC N									

PGM ELIG =ZFORGV =ZEARN DIS DED 0

NCRF LOSS RECOUP/ALLOC  
NCRF CLEAN RISK RECOUP/ALLOC

	LIMITS BY AUTO					PREMIUMS BY AUTO			
	1	2	3	4		1	2	3	4
T & L	050				\$	6.00	\$	\$	\$
EXCESS SOUND					\$		\$	\$	\$
AUDIO/VISUAL					\$		\$	\$	\$
TAPES ONLY					\$		\$	\$	\$
TRANSP EXP	020				\$	INCL	\$	\$	\$
CPL COV					\$		\$	\$	\$
SPEC PERIL					\$		\$	\$	\$
TOTAL PREMIUM BY AUTO					\$	506.00	\$	\$	\$

PERSONAL UMBRELLA  
OTHER ENDT PREMIUM \$ 367.00-  
FULL TERM PREMIUM \$ 506.00 PROPOSED HOMEOWNER ACCT CR \$ 35.00

----- ENDORSEMENTS -----

ENDT A4506 0 A4832 1 A5750 1 A5884 1 A5579 2 A5906 0

# EXHIBIT C

Westlaw.

05 ACTR 9-46

Page 1

2005 WL 2513796 (Ala.Cir.Ct.), 5 ACTR 9-46

(Publication page references are not available for this document.)

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Circuit Court of Alabama, Fifteenth Judicial Circuit, Montgomery County.

BILLY SMITH vs. STATE FARM MUTUAL AUTO INSURANCE

CV-1998-1851

DATE OF VERDICT/SETTLEMENT: March 11, 2005

TOPIC: Motor Vehicle Accident/Sideswipe Collision

SUMMARY:

VERDICT: \$175,000 for Plaintiff on March 11, 2005 (\$150,000 - uninsured/underinsured motorist benefits; \$25,000 - compensatory damages for bad faith).

EXPERT-WITNESSES:

n/a

n/a

ATTORNEY(S):

Plaintiff's: Kenny Mendelsohn and Tommy James of Jemison, Mendelsohn & James, PC., Montgomery

Defendant's: Michael B. Beers and James Anderson of Beers, Anderson, et al., Montgomery

JUDGE: Tracy S. McCooey

RANGE AMOUNT: \$100,000-199,999

STATE: Alabama

COUNTY: Montgomery

NATURE OF INJURY: Monetary loss.

SUMMARY:

Plaintiff Information:

Age: n/a

Sex: n/a

Occupation: n/a

FACTS:

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05 ACTR 9-46

Page 2

2005 WL 2513796 (Ala.Cir.Ct.), 5 ACTR 9-46

(Publication page references are not available for this document.)

Cause of Injury: On May 2, 1997, in Montgomery, Plaintiff was involved in a motor vehicle accident with Andrew Sullivan, an underinsured motorist. Plaintiff and the tortfeasor were making a dual turn when the tortfeasor sideswiped Plaintiff. Plaintiff filed a claim against Sullivan and Alfa Insurance and settled for \$25,000, which was Sullivan's policy limit. Defendant, Plaintiff's insurance provider, consented to the settlement. Plaintiff then filed a claim for underinsured/uninsured motorist benefits against Defendant alleging that Defendant breached its policy of insurance by failing to pay benefits due under Plaintiff's uninsured/underinsured motorist coverage.

Florida Legal Periodicals, Inc.

Alabama Circuit Courts

PUBLISHED IN: Alabama Civil Trial Reporter

2005 WL 2513796 (Ala.Cir.Ct.), 5 ACTR 9-46

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JVR No. 396527

Page 1

2001 WL 1880102 (Unknown State Ct.), JVR No. 396,527

(Publication page references are not available for this document.)

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SOCKWELL v. NATIONAL INSURANCE ASSOCIATION; GREINSURANCE GROUP 'A'  
CV 99-90

DATE OF INCIDENT: March, 1997

DATE OF FILING: March, 1999

DATE OF TRIAL: February, 2001

TOPIC:

LIABILITY:

General: INSURANCE NEGLIGENCE

Specific: Underinsured Claim

SUMMARY

Was Appeal Filed: Yes

Name of Person(s) Filing: National Insurance Association

Outcome: Plaintiff Verdict

Total Verdict: \$801,000

Claimed Past Medical: \$60,000

EXPERT-WITNESSES:

ATTORNEY:

Plaintiff: James Michael Tanner, Tuscumbia, AL

Defendant: Ralph M Young, Florence, AL

JUDGE:

FOR RELATED CASE LAW OPINIONS SEE:

2002 WL 399041

RANGE AMOUNT: \$500,000 - \$999,999

STATE: Alabama

COUNTY: Colbert County

PRIMARY INJURY: Bad Faith

SUMMARY

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JVR No. 396527

Page 2

2001 WL 1880102 (Unknown State Ct.), JVR No. 396,527

(Publication page references are not available for this document.)

PLAINTIFF:

Sex: Female

Age: An adult of undetermined age.

DECEDENT:

DEFENDANT:

Type: Multiple Organizations

Sex: Organization

Organization Type: INSURANCE

DAMAGES:

Pain and Suffering: \$201,000

Total: \$201,000

Punitive: \$600,000

FACTS:

A female suffered emotional distress from the bad faith business practices of the defendant insurance company after the vehicle in which she was a passenger was struck from the rear by a non-party underinsured vehicle on a public roadway. The plaintiff contended that the defendant issued a policy of insurance which provided for underinsured motorist coverage and failed to uphold the provisions of that policy. The defendant denied liability.

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COURT:

2001 WL 1880102 (Unknown State Ct.), JVR No. 396,527

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JVR No. 374858

Page 1

1998 WL 1668836 (Unknown State Ct.), JVR No. 374,858

(Publication page references are not available for this document.)

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TAYLOR v. SAFEWAY INSURANCE CO.  
CV 97-3120

DATE OF INCIDENT: December, 1996

DATE OF FILING: May, 1997

DATE OF TRIAL: July, 1998

TOPIC:

LIABILITY:

General: VEHICULAR LIABILITY

Specific: Uninsured Motorist

SUMMARY

Outcome: Plaintiff Verdict

Non Verdict Award: \$342,500

Total Verdict: \$342,500

EXPERT-WITNESSES:

ATTORNEY:

JUDGE:

RANGE AMOUNT: \$200,000 - \$499,999

STATE: Alabama

COUNTY: Jefferson County

PRIMARY INJURY: Emotional Distress

SUMMARY

PLAINTIFF:

Sex: Female

DECEDENT:

DEFENDANT:

Type: Single Organization

Sex: Organization

Organization Type: INSURANCE

DAMAGES:

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JVR No. 374858

Page 2

1998 WL 1668836 (Unknown State Ct.), JVR No. 374,858

(Publication page references are not available for this document.)

Other: \$92,500

Total: \$92,500

Punitive: \$250,000

FACTS:

A female suffered emotional distress when her vehicle, which was operated by the female co-plaintiff, was struck broadside at an intersection by an uninsured motorist's vehicle, and the defendant insurance company failed to pay her uninsured motorist claim. The plaintiff contended that the defendant acted in bad faith and failed to provide adequate information as to the status of her insurance policy. The defendant denied negligence and contended that the plaintiff failed to provide the proper information on her insurance application. The co-plaintiff also sustained injuries in this incident and received \$3,500 in damages. The defendant subsequently filed a counterclaim.

LRP Publications

COURT:

1998 WL 1668836 (Unknown State Ct.), JVR No. 374,858

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JVR No. 374859

Page 1

1998 WL 1668837 (Unknown State Ct.), JVR No. 374,859

(Publication page references are not available for this document.)

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TAYLOR PRO AMI v. SAFEWAY INSURANCE CO.  
CV 97-3120

DATE OF INCIDENT: December, 1996

DATE OF FILING: May, 1997

DATE OF TRIAL: July, 1998

TOPIC:

LIABILITY:

General: VEHICULAR LIABILITY

Specific: Uninsured Motorist

SUMMARY

Outcome: Plaintiff Verdict

Non Verdict Award: \$3500

Total Verdict: \$3500

EXPERT-WITNESSES:

ATTORNEY:

JUDGE:

RANGE AMOUNT: \$0 - \$49,999

STATE: Alabama

COUNTY: Jefferson County

PRIMARY INJURY: Emotional Distress

SUMMARY

PLAINTIFF:

Sex: Female

Age: 16

DECEDENT:

DEFENDANT:

Type: Single Organization

Sex: Organization

Organization Type: INSURANCE

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JVR No. 374859

Page 2

1998 WL 1668837 (Unknown State Ct.), JVR No. 374,859

(Publication page references are not available for this document.)

DAMAGES:

Other: \$3500

Total: \$3500

FACTS:

A 16-year-old female suffered emotional distress when the vehicle that she was operating, which was owned by the female co-plaintiff, was struck broadside at an intersection by an uninsured motorist's vehicle and the defendant insurance company failed to pay the co-plaintiff's uninsured motorist policy. The plaintiff contended that the defendant acted in bad faith and failed to provide adequate information about the status of the co-plaintiff's coverage. The defendant denied liability and contended that the co-plaintiff was negligent in failing to provide adequate information on her insurance application. The co-plaintiff also sustained injuries in this incident and received \$342,500 in damages. The defendant subsequently filed a counterclaim.

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COURT:

1998 WL 1668837 (Unknown State Ct.), JVR No. 374,859

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JVR No. 142649

Page 1

1994 WL 765715 (Ala.Cir.Ct.), JVR No. 142,649

(Publication page references are not available for this document.)

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Circuit Court of Alabama, Thirteenth Judicial Circuit, Mobile County.  
POTTER, PRO AMI v. ALFA MUTUAL INSURANCE CO.  
92-3810

DATE OF INCIDENT: October, 1991

DATE OF FILING: October, 1992

DATE OF TRIAL: March, 1994

TOPIC:

LIABILITY:

General: INSURANCE

Specific: Underinsured claim

SUMMARY

Outcome: Plaintiff Verdict

Non Verdict Award: \$20,000

Total Verdict: \$20,000

Final Demand: \$30,000

Final Offer: \$10,000

Claimed Past Medical: \$16,000

EXPERT-WITNESSES:

ATTORNEY:

JUDGE:

RANGE AMOUNT: \$0 - \$49,999

STATE: Alabama

COUNTY: Mobile County

PRIMARY INJURY: Bad Faith

SUMMARY

PLAINTIFF:

Sex: Female

Age: 13

DECEDENT:

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JVR No. 142649

Page 2

1994 WL 765715 (Ala.Cir.Ct.), JVR No. 142,649

(Publication page references are not available for this document.)

DEFENDANT:

Type: Single Organization

Sex: Organization

Organization Type: Insurance

Insurance: Alfa Mutual Insurance Co.

DAMAGES:

Other: \$20,000

Total: \$20,000

FACTS:

The plaintiff filed suit against the defendant insurance company for underinsured benefits after his 13-year-old daughter was injured in an automobile accident with an underinsured motorist. The plaintiff contended that the defendant was negligent for refusing to pay his claim for additional coverage. The defendant contended that the plaintiff was already compensated for the minor's injuries.

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COURT: Circuit

1994 WL 765715 (Ala.Cir.Ct.), JVR No. 142,649

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JVR No. 142651

Page 1

1993 WL 764823 (Ala.Cir.Ct.), JVR No. 142,651

(Publication page references are not available for this document.)

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Circuit Court of Alabama, Thirteenth Judicial Circuit, Mobile County.  
PRYOR v. STATE FARM MUTUAL AUTO INSURANCE CO.  
92-3606

DATE OF INCIDENT: October, 1990

DATE OF FILING: January, 1992

DATE OF TRIAL: November, 1993

TOPIC:

LIABILITY:

General: **INSURANCE**

Specific: Denied payment

SUMMARY

Outcome: Plaintiff Verdict

Non Verdict Award: \$35,000

Total Verdict: \$35,000

Final Offer: \$30,000

Claimed Past Medical: \$2500

EXPERT-WITNESSES:

ATTORNEY:

JUDGE:

RANGE AMOUNT: \$0 - \$49,999

STATE: Alabama

COUNTY: Mobile County

PRIMARY INJURY: Bad Faith

SUMMARY

PLAINTIFF:

Sex: Male

Age: 35

General Occupation: GENERAL LABORER

Occupational Field: SERVICES-AUTO REPAIR AND PARKING

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JVR No. 142651

Page 2

1993 WL 764823 (Ala.Cir.Ct.), JVR No. 142,651

(Publication page references are not available for this document.)

DECEDENT:

DEFENDANT:

Type: Single Organization

Sex: Organization

Insurance: Insurance

Policy Limit: \$100,000

DAMAGES:

Past Medical: \$2802

Past Wage: \$10,000

Pain and Suffering: \$22,198

Total: \$35,000

DEFENDANT ADMITTED LIABILITY: Yes

FACTS:

A 35-year-old male wrecker operator suffered bad faith when the defendant insurance carrier denied payment of uninsured motorist benefits after the plaintiff suffered a fracture of the T7 vertebra in a collision with an uninsured vehicle. The plaintiff contended that the defendant had issued two policies which contained uninsured / underinsured motorist provisions. Liability was admitted, but the defendant disputed the severity of the plaintiff's injuries and maintained that the plaintiff failed to avoid the collision.

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COURT: Circuit

1993 WL 764823 (Ala.Cir.Ct.), JVR No. 142,651

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JVR No. 123562

Page 1

1993 WL 629471 (Ala.Cir.Ct.), JVR No. 123,562

(Publication page references are not available for this document.)

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Circuit Court of Alabama, Fifteenth Judicial Circuit, Montgomery County.  
SAMPSON v. MIDWEST MUTUAL INSURANCE COMPANY  
CV93-22

DATE OF INCIDENT: May, 1992

DATE OF FILING: January, 1993

DATE OF TRIAL: October, 1993

TOPIC:

LIABILITY:

General: **INSURANCE**

Specific: Fraud or misrepresentation

SUMMARY

Outcome: Defense Verdict

Non Verdict Award: \$0

Final Demand: \$10,000,000

EXPERT-WITNESSES:

ATTORNEY:

JUDGE:

RANGE AMOUNT: \$0 - \$49,999

STATE: Alabama

COUNTY: Montgomery County

PRIMARY INJURY: **Bad Faith**

SUMMARY

PLAINTIFF:

Sex: Male

DECEDENT:

DEFENDANT:

Type: Single Organization

Sex: Organization

Organization Type: **Insurance**

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JVR No. 123562

Page 2

1993 WL 629471 (Ala.Cir.Ct.), JVR No. 123,562

(Publication page references are not available for this document.)

DAMAGES:

FACTS:

A male suffered emotional distress when the defendant insurance company failed to pay benefits after the plaintiff was involved in a vehicular accident. The plaintiff contended that the defendant forged the plaintiff's signature on uninsured motorist coverage waiver, accepted premium payments, and refused to pay the plaintiff's claim. The defendant denied that it received an uninsured motorist coverage premium from the plaintiff.

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COURT: Circuit

1993 WL 629471 (Ala.Cir.Ct.), JVR No. 123,562

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JVR No. 75396

Page 1

1991 WL 452339 (Ala.Cir.Ct.), JVR No. 75,396

(Publication page references are not available for this document.)

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Circuit Court of Alabama, Fifteenth Judicial Circuit, Montgomery County.  
INGE v. STATE FARM MUTUAL AUTO INSURANCE CO.  
CV 90-1981

DATE OF TRIAL: September, 1991

TOPIC:

LIABILITY:

General: **INSURANCE**

Specific: Uninsured claim

SUMMARY

Outcome: Plaintiff Verdict

Non Verdict Award: \$250,000

Total Verdict: \$250,000

Final Demand: \$75,000

EXPERT-WITNESSES:

ATTORNEY:

JUDGE:

RANGE AMOUNT: \$200,000 - \$499,999

STATE: Alabama

COUNTY: Montgomery County

PRIMARY INJURY: **Bad Faith**

SUMMARY

PLAINTIFF:

Sex: Female

Age: 55

Race: White

General Occupation: **GENERAL LABORER**

DECEDENT:

DEFENDANT:

Type: Single Organization

Sex: Organization

Organization Type: **Insurance**

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JVR No. 75396

Page 2

1991 WL 452339 (Ala.Cir.Ct.), JVR No. 75,396

(Publication page references are not available for this document.)

DAMAGES:

Other: \$250,000

Total: \$250,000

FACTS:

A 55-year-old white female clerk suffered the loss of monetary compensation for her daughter's death when the defendant insurance company refused payment of her claim. The plaintiff alleged that the defendant was negligent for failing to pay her uninsured motorist benefits after she settled with the tortfeasor for his policy limits. The defendant contended that the tortfeasor was not legally responsible for the plaintiff's daughter's death, so the defendant was not required to pay the benefits. Demand: \$75,000. Offer: \$0. Plaintiff Attorney: Beasley, Wilson, et al. by Kenneth J. Medelsohn, Montgomery, AL. Defense Attorney: Hill, Hill, et al. by David E. Allred, Montgomery, AL.

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COURT: Circuit

1991 WL 452339 (Ala.Cir.Ct.), JVR No. 75,396

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JVR No. 72716

Page 1

1991 WL 450189 (Ala.Cir.Ct.), JVR No. 72,716

(Publication page references are not available for this document.)

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Circuit Court of Alabama, Third Judicial Circuit, Barbour County.  
BOYKIN v. TRINITY INSURANCE CO.  
CV 90 02

DATE OF INCIDENT: August, 1989

DATE OF FILING: January, 1990

DATE OF TRIAL: June, 1991

TOPIC:

LIABILITY:

General: INSURANCE

Specific: Uninsured claim

SUMMARY

Outcome: Plaintiff Verdict

Non Verdict Award: \$6,020,000

Total Verdict: \$6,020,000

Final Demand: \$1,250,000

Final Offer: \$50,000

Claimed Past Medical: \$210,000

EXPERT-WITNESSES:

ATTORNEY:

JUDGE:

RANGE AMOUNT: \$5,000,000 - \$999,999,999

STATE: Alabama

COUNTY: Barbour County

PRIMARY INJURY: Bad Faith

SUMMARY

PLAINTIFF:

Sex: Male

Age: 17

DECEDENT:

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JVR No. 72716

Page 2

1991 WL 450189 (Ala.Cir.Ct.), JVR No. 72,716

(Publication page references are not available for this document.)

DEFENDANT:

Type: Single Organization  
Sex: Organization  
Organization Type: Insurance

DAMAGES:

Other: \$1,020,000  
Total: \$1,020,000  
Punitive: \$5,000,000

FACTS:

A 17-year-old male student suffered emotional distress and claimed bad faith against the defendant insurance company for failing to pay him the contractual uninsured motorist benefits due to him after being injured in an automobile accident. The plaintiff claimed that the defendant failed to perform an investigation into the accident and thus failed to pay the plaintiff the benefits. Subsequent to the filing of the suit, the defendant offered to pay the benefits if the plaintiff agreed to dismiss the charges. The defendant denied the plaintiff's allegation of failure to investigate. The award was comprised of \$1,000,000 for compensatory damages, \$5,000,000 for punitive damages, and \$20,000 for contract benefits. Demand: \$1,250,000. Offer: \$50,000. Plaintiff Attorney: Beasley, Wilson, et al. by Jere L. Beasley, Montgomery, AL. Defense Attorney: Buntin, Cobb, et al. by Steadman S. Shealy, Dothan, AL.

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COURT: Circuit

1991 WL 450189 (Ala.Cir.Ct.), JVR No. 72,716

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JVR No. 63535

Page 1

1990 WL 460749 (Ala.Cir.Ct.), JVR No. 63,535

(Publication page references are not available for this document.)

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Circuit Court of Alabama, Eleventh Judicial Circuit, Lauderdale County.  
BURDEN, ET AL. v. EMPIRE FIRE AND MARINE **INSURANCE** CO.  
N/A

DATE OF INCIDENT: February, 1988

DATE OF TRIAL: March, 1990

TOPIC:  
LIABILITY:  
General: **INSURANCE**  
Specific: Uninsured claim

SUMMARY  
Outcome: Plaintiff Verdict  
Non Verdict Award: \$1,400,000  
Total Verdict: \$1,400,000

EXPERT-WITNESSES:

ATTORNEY:

JUDGE:

RANGE AMOUNT: \$1,000,000 - \$1,999,999  
STATE: Alabama

COUNTY: Lauderdale County

PRIMARY INJURY: Bad Faith

SUMMARY  
PLAINTIFF:  
DECEDENT:  
DEFENDANT:  
Type: Single Organization  
Sex: Organization  
Organization Type: **Insurance**  
DAMAGES:  
Other: \$400,000  
Total: \$400,000

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JVR No. 63535

Page 2

1990 WL 460749 (Ala.Cir.Ct.), JVR No. 63,535

(Publication page references are not available for this document.)

Punitive: \$1,000,000

FACTS:

A female and her 7-month-old son suffered **bad faith** when their **insurance** payment was delayed. The plaintiffs had been involved in a vehicular collision with an uninsured driver. The plaintiffs were both seriously injured in the collision, but the 10-year-old sister and daughter of the plaintiffs was killed. The uninsured **motorist** that caused the collision was intoxicated at the time and later pleaded guilty to manslaughter. #

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COURT: Circuit

1990 WL 460749 (Ala.Cir.Ct.), JVR No. 63,535

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JVR No. 41021

Page 1

1988 WL 372813 (Ala.Cir.Ct.), JVR No. 41,021

(Publication page references are not available for this document.)

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Circuit Court of Alabama, Thirty-first Judicial Circuit, Colbert County.  
SCOTT v. STATE FARM AUTO INSURANCE COMPANY  
CV-87-255-J

DATE OF INCIDENT: April, 1986

DATE OF FILING: June, 1987

DATE OF TRIAL: November, 1988

TOPIC:

LIABILITY:

General: BAD FAITH

Specific: Coverage Denied

SUMMARY

Outcome: Plaintiff Verdict

Total Verdict: \$66,250

EXPERT-WITNESSES:

ATTORNEY:

Plaintiff: William K. Hewlett, Tuscumbia, AL.

Defendant: Steve A. Baccus, Tuscumbia, AL.

JUDGE:

RANGE AMOUNT: \$50,000 - \$99,999

STATE: Alabama

COUNTY: Colbert County

PRIMARY INJURY: Emotional Distress

SUMMARY

DAMAGES:

Other: \$66,250

Total: \$66,250

FACTS:

A male suffered emotional distress when his claim for injuries that he received

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JVR No. 41021

Page 2

1988 WL 372813 (Ala.Cir.Ct.), JVR No. 41,021

(Publication page references are not available for this document.)

in an automobile accident was refused. The plaintiff contended that the defendant failed to pay on a claim under the plaintiff's uninsured motorist coverage. Plaintiff Attorney: William K. Hewlett, Tuscumbia, AL. Defense Attorney: Steve A. Baccus, Tuscumbia, AL.

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COURT: Circuit

1988 WL 372813 (Ala.Cir.Ct.), JVR No. 41,021

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JVR No. 81073

Page 1

1990 WL 482595 (Ala.Cir.Ct.), JVR No. 81,073

(Publication page references are not available for this document.)

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Circuit Court of Alabama, Twenty-third Judicial Circuit, Madison County.  
KNOPPS v. STATE FARM MUTUAL, ET AL.  
CV88302P

DATE OF INCIDENT: June, 1987

DATE OF FILING: February, 1988

TOPIC:

LIABILITY:

General: INSURANCE NEGLIGENCE

Specific: Bad Faith

SUMMARY

Outcome: Settlement

Non Verdict Award: \$22,500

Claimed Past Medical: \$33,335

Claimed Past Wage Expense: \$1211

EXPERT-WITNESSES:

ATTORNEY:

Plaintiff: Trey Riley/Huntsville, AL

Defendant: James R. Richardson/Huntsville, AL

JUDGE:

RANGE AMOUNT: \$0 - \$49,999

STATE: Alabama

COUNTY: Madison County

PRIMARY INJURY: Emotional Distress

SUMMARY

PLAINTIFF:

Sex: Male

Age: 19

DEFENDANT:

Type: Combination of Individual(s) and organization(s)

Sex: Organization

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JVR No. 81073

Page 2

1990 WL 482595 (Ala.Cir.Ct.), JVR No. 81,073

(Publication page references are not available for this document.)

Organization Type: Insurance  
Insurance: State Farm Ins. Co.

FACTS:

A 19-year-old male plumbing apprentice suffered emotional distress when the defendant **insurance** carrier failed to pay for medical expenses the plaintiff incurred from injuries sustained in a collision with an uninsured **motorist**. The plaintiff filed suit against the defendant **insurance** company for uninsured benefits.

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COURT: Circuit

1990 WL 482595 (Ala.Cir.Ct.), JVR No. 81,073

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